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### NOTES OF CASES.

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**Land—Adjoining Owners—Right of Protection—Extraordinary Misfortune—Causing Damage to Adjoining Lands.**—*Greyvensteyn v. Hattingh* was an appeal from the Supreme Court of the Colony of the Capé of Good Hope, affirming a judgment of the Divisional Court in favor of the defendant. The parties were farmers in the district of Maltino. The defendant endeavored to drive a swarm of locusts which were moving from the plaintiff's land away from his own land and so caused them to remain on the plaintiff's land, thereby causing damage.

Held. 1. The defendant was not liable for the damage caused to the plaintiff's crops.

2. The owner or occupier of land has a right to repel any extraordinary misfortune coming to him from the land of another though the effect may be to transfer the mischief to his neighbor's premises.

Holman Gregory, K. C., and E. Beaumont, for plaintiff. Sir Robert Finlay, K. C., and E. Charles, for defendant.—*Canada Law Journal*.

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**Landlord and Tenant—Lessee's Covenant to Repair—"Keep in Thorough Repair and Good Condition"—Old Building—Natural Decay—Dangerous Structure—Rebuilding.**—In *Lurcott v. Wakely* (1911) 1 K. B. 905 the action was brought by the assignee of a reversion against the assignee of a lease to recover damages for breach of a covenant by the lessee to keep the demised premises in repair and good condition. The demised premises consisted of a dwelling house, the front wall of which had become so dilapidated as to become dangerous and the owners and occupiers were served with notice by the municipal authority to take it down. The defendant refused to comply with this notice, and thereupon the plaintiff took down the wall and rebuilt it, and now claimed from the defendant the expense of so doing, as damages for breach of the covenant to repair. The action was referred to a referee who found in favor of the plaintiffs, and his judgment was affirmed by a Divisional Court (Darling and Bucknill, JJ.) and the judgment of the court was affirmed by the Court of Appeals (Cozens-Hardy, M. R., and Moulton and Buckley, L. JJ.). The contention of the defendant that his covenant did not extend to the renewal of the wall because it had become defective by old age, relying on the judgment of Tindall, C. J., in *Guthridge v. Munyard*, 1 Moo & Ry. 334, 7 C. & P. 129, was held to be untenable, and Cozens-Hardy, M. R., points out the discrepancy between the two reports of the case, and while it is conceded that a covenant to repair might not involve a liability to renew the whole subject matter if it fell simultaneously into decay, yet it does involve renewal of subsidiary parts which from time to time wear out or fall into decay.—*Canada Law Journal*